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gift must be delivered to the donee or some one for him. *Wittman v. Pickens*, 33 Col. 484; *Merriweather v. Morrison*, 78 Ky. 572. But the mere intent to deliver is not sufficient. *Tomilson v. Ellison*, 104 Mo. 105; *Executors of M. Egerton v. J. Egerton*, 17 N. J. Eq. 419. Nor is an unexecuted direction to the donee to take possession unless done so before death. *Stokes v. Sprague*, 110 Iowa 89. But it may be good, if possession is taken before death, even though the donor is unconscious. *King v. Smith*, 110 Fed. 95. Delivery may be to a third person for the donee. *Clough v. Clough*, 117 Mass. 83. Or by a direction to a third person in possession to hold for the donee and he agrees to so hold. *Devol v. Dye*, 123 Ind. 321. But mere continued possession by one to whom the gift is made when he had previous possession is not sufficient. *Allen v. Allen*, 75 Minn. 116.

INNKEEPERS—DUTY TO FURNISH ACCOMMODATIONS TO GUESTS.—*MORNING-STAR V. LAFAYETTE HOTEL CO.*, 105 N. E. (N. Y.) 656.—*Held*, that an innkeeper is not required to continue to entertain a guest who has refused, on the ground of unreasonableness, to pay a lawful charge for past services.

An innkeeper is engaged in a public employment and is under a positive duty to entertain all proper persons willing to pay a reasonable price for such entertainment as long as there is room for accommodation. *Beale on Innkeepers*, Sec. 61. But a guest who has been received loses his right to further entertainment if he neglects or refuses to pay a lawful bill upon reasonable demand. *Doyle v. Walker*, 26 U. C. Q. B. 502. A search has failed to disclose other authorities directly in point. In the analogous cases of Public Service Companies there is seemingly a conflict on this point. One line of cases holds that such companies cannot coerce payment of past bills, but simply have the right to demand payment in advance for future services. *State v. Nebraska Tel. Co.*, 17 Neb. 126; *State v. Kinloch Tel. Co.*, 93 Mo. App. 349; *Lloyd v. Washington Gaslight Co.*, 1 Mackey 331. On the other hand it is held that payment of past indebtedness may, by a rule of the company, be made a condition precedent to further service and service may be discontinued until past bills are paid. *People v. Manhattan Gaslight Co.*, 45 Barb. (N. Y.) 136; *Detroit Gas Co. v. Moreton Truck & Storage Co.*, 111 Mich. 401, 69 N. W. 659; *Irwin v. Rushville Cooperative Tel. Co.*, 161 Ind. 524, 69 N. E. 258; *Machin v. Portland Gas Co.*, 49 L. R. A. (Ore.) 596; *Vanderberg v. Kansas City Gas Co.*, 105 S. W. (Kans.) 17. The holding in the latter group of cases accords with the weight of authority. Applying this test to the principal case, its holding seems justifiable.

INSURANCE—ACCIDENT POLICY—RIGHT OF RECOVERY.—*EMPIRE LIFE INS. CO. V. JOHNSON*, 82 S. E. (Ga.) 893.—*Held*, where the insured had become involved in a fight and was killed, and the accident policy contained a provision that it did not cover cases "where the accident or disability results from voluntary exposure to unnecessary danger," the Insurance Company was nevertheless liable.